



RFP 5008-0-2016/dc

PROFESSIONAL PHARMACY SERVICES

NORFOLK COMMUNITY SERVICES BOARD

Issuing Office: Office of the Purchasing Agent

Attn: Denise B. Crittenden, VCO, VCCO, Procurement Specialist

232 E. Main Street, Suite 250

Norfolk, VA 23510

757 664-4022

denise.crittenden@norfolk.gov

Issued: March 7, 2016

RFP CLOSING DATE AND TIME

March 29, 2016 @ 2:00 p.m.

ACKNOWLEDGE RECEIPT OF ADDENDA: #1_____ #2_____ #3_____ #4_____ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS RFP, IN ACCORDANCE WITH THE REQUIREMENTS OF AND ATTACHED AGREEMENT TERMS & CONDITIONS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

Offeror's Legal Name:	
Virginia State Corporation Commission Number:	
Offeror's Contact Name:	
Offeror's Contact E-mail Address:	
Offeror's Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Authorized Agent Contact E-mail:	
Authorized Agent Contact Phone:	
Date of Proposal:	

SECTION I – BACKGROUND, PURPOSE AND SCOPE OF SERVICES

A. Background:

The Norfolk Community Services Board (“NCSB”) provides mental health, intellectual disability and substance abuse services to the citizens (“consumers”) of Norfolk, Virginia.

The NCSB provides professional pharmacy services at the following sites: NCSB Integrated Care Clinic (I-Care), Program of Assertive Community Treatment (PACT), and the Crisis Stabilization Unit (CSU). Each site maintains a Controlled Substances Registration as an Alternate Delivery Site. Each site has a dedicated medication room for medication storage. The NCSB Opioid Treatment Program dispenses buprenorphine and buprenorphine/naloxone.

B. Purpose:

The purpose of this request for proposals (RFP) is to solicit proposals to establish a contract for professional pharmacy services for the NCSB. Pharmacy services shall be performed in accordance with the Virginia Board of Pharmacy, Regulation 18VAC110-20-275, Sections (A), (C), (D) and (E).

C. Scope of Services:

General Requirements

The Contractor shall maintain the following standards throughout the course of the contract:

1. Follow all Federal and State laws regarding pharmacy services, as amended, and the applicable rules in the Federal Register for 42 CFR Parts 422 and 423 of the Medicare Advantage Program and Prescription Drug Benefit Program.
2. Licensed by the Commonwealth of Virginia Board of Pharmacy.
3. Certified by the Center for Medicare and Medicaid Services, as applicable.
4. Pharmacists employed by the Contractor who provide services to the NCSB shall maintain licensure in good standing.
5. Maintain a policy of malpractice insurance at least at the minimum amount as required by the City of Norfolk.
6. Furnish and deliver prescription drug medications for consumers receiving NCSB services. NCSB desires a pre-packaged prescription delivery system. The Contractor shall be available on a 24 hour per day, seven (7) days per week basis that may include emergency and stat deliveries. The NCSB desires an innovative system based on sound pharmaceutical practices operating within the laws of the Commonwealth of Virginia.
7. Label prescriptions in accordance with applicable Federal and State laws and the Virginia Board of Pharmacy regulations.

8. Furnish and deliver medications in bulk or retail quantities to the NCSB location(s), as applicable.
9. Provide prescription in individually labeled unit dose “blister packs” and standard prescription bottles, as requested.
10. Fill up to a thirty (30) day supply of medication per prescription, including refills.
11. Not accept refill requests from consumers without proper authorization.
12. Notify the NCSB when significant factors change, such as price, drug availability, new generic substitutes, and/or medications being removed from the market for any reason.
13. Attachment A, Top 150 Prescription Fills for 2015, was prepared by the incumbent contractor based upon actual NCSB prescription fills for the period of January 2015 through December 2015. Attachment A does not include NCSB Opioid Treatment Program stock medications.

Specific Requirements

The Contractor shall meet the following **core** requirements for any resulting contract from this solicitation:

1. Receive telephone, facsimile transmittal or 128-bit encrypted Internet prescriptions (NCSB currently uses Dr. First emergency prescribing program) written by NCSB prescribers. The Director of the NCSB, or her authorized representative placing the request, shall complete and forward the NCSB authorization form to include, at a minimum, the consumer’s name, the NCSB plan (or account) number to authorize the order, the delivery address, expected payer for the prescription, any insurance information and the appropriate specifics, and the physician authorizing the prescription request.
2. Obtain signatures for receipt of all medications delivered to NCSB locations.
3. Maintain appropriate records for all delivered medications. Records shall be available within 24 hours of a written request from the NCSB for inspection by the NCSB or any federal, state, or local agency, as approved by the NCSB.
4. Individually package prescriptions for each consumer and place in a secure bin marked NCSB to facilitate efficient pick-up by authorized NCSB staff of consumer.
5. Furnish a returned prescription procedure.
6. Have an emergency preparedness plan in place to ensure that prescription medications are provided in the event of a widespread emergency.

Order Processing

1. The Contractor shall receive prescriptions from the NCSB for insured and uninsured consumers.
2. The Contractor shall bill third party insurance providers and collect appropriate co-payments from consumers with third party insurance, including Medicaid and Medicare Part D.
3. Program 118 medications are routinely ordered electronically by the NCSB staff physicians but orders may also be placed by telephone or facsimile.
4. Excluding Program 118, the only other consumer prescriptions the NCSB will pay for are “buy and bill” injectables purchased by the NCSB and then billed to third party insurances, and medications purchased by the NCSB for select consumers without insurance.
5. All consumer prescriptions billed to the NCSB for “buy and bill” and select uninsured consumers shall be accompanied by a written authorization from the NCSB which will identify the NCSB location and NCSB program responsible for payment.
6. The NCSB reserves the right to order medications from a different provider if the Contractor is unable to furnish the requested medication.

Prescription Delivery – Routine

Routine prescription orders placed by 5:00 pm EST each day will be delivered by 11:00 am EST the following day to the applicable NCSB location.

Prescription Delivery – Emergency

Emergency prescription orders shall be available for pick-up by the consumer, NCSB staff or delivered to the NCSB location within four (4) hours of emergency order and shall include a “local” emergency pharmacy for quick response critical needs.

Prescription Delivery – Opioid Treatment Program

Orders shall be filled and delivered within forty-eight (48) hours of order placement (excluding weekends and City observed holidays). Deliveries shall occur Monday through Friday (excluding City observed holidays) between 8:30 am and 2:00 pm EST.

Prescription Delivery Locations

The Contractor shall deliver to the following NCSB locations in compliance with the Health Insurance Portability and Accountability Act (HIPAA).

The Contractor shall obtain signatures for receipt of all medications delivered to the NCSB at the following addresses:

Integrated Care Clinic (I-Care)
3755 East Virginia Beach Boulevard
Norfolk, VA 23502

Program of Assertive Community Treatment (PACT)
3755 East Virginia Beach Boulevard
Norfolk, VA 23502

Crisis Stabilization Unit (CSU)
7464 Tidewater Drive
Norfolk, VA 23502

Bayview Group Home
1826 East Bayview Boulevard
Norfolk, VA 23503

Hartwick Group Home
809 Hartwick Drive
Norfolk, VA 23518

Opioid Treatment Program
7460 Tidewater Drive
Norfolk, VA 23505

Opioid Treatment Program

The NCSB Opioid Treatment Program furnishes medication distribution services to provide stock buprenorphine and buprenorphine/naloxone (DEA Schedule III controlled substances).

The NCSB Opioid Treatment Program purchases medications in bulk quantities.

The Contractor shall be authorized and licensed to distribute DEA Schedule III controlled substances to an opioid treatment program in the Commonwealth of Virginia.

The NCSB will place orders for stock quantities for the following controlled substances:

Buprenorphine (Subutex) 2.0 mg sublingual tablets
Buprenorphine (Subutex) 8.0 mg sublingual tablets
Buprenorphine/Naloxone (Suboxone) 2.0 mg/0.5 mg film
Buprenorphine/Naloxone (Suboxone) 4 mg/1.0 mg film
Buprenorphine/Naloxone (Suboxone) 8 mg/ 2 mg film
NOTE: OTP no longer uses the 12 mg Suboxone films

The Contractor shall fill orders using generic formulations to the greatest extent possible.

SECTION II – INSTRUCTIONS TO OFFERORS

A. Contact with City Staff, Representatives, and/or Agents:

Direct contact with City staff, NCSB staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior written permission of the Purchasing Agent.

B. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office, DemandStar (www.demandstar.com) or eVA (www.eva.virginia.gov) shall contact the Issuing Office to confirm registration.

C. Pre-Proposal Conference (Optional Attendance):

A pre-proposal conference will be held at the Norfolk Community Services Board, 225 West Olney Road, Norfolk, VA 23510 on Tuesday, March 15, 2016, at 9:30 a.m. to answer any questions regarding this RFP. Any changes determined necessary as a result of this conference or any other source that may affect the responses to the RFP will be formally addressed by the Issuing Office via addenda. Attending this conference is not mandatory, but is advisable.

D. Questions and Addenda:

Offerors shall carefully examine this RFP and any Addenda. Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this RFP. Questions shall be addressed to Denise Crittenden, Procurement Specialist at denise.crittenden@norfolk.gov. If the answer materially affects this RFP, the information will be incorporated into an Addendum and posted on DemandStar or eVA. This RFP and any Addenda shall be incorporated, by reference, into any resulting Agreement. Offeror is responsible for checking DemandStar, eVA or with the Issuing Office within 48 hours prior to the proposal closing to secure any Addenda issued as part of this RFP.

Oral comments and/or instructions do not form a part of this RFP. Changes or modifications to this RFP made prior to the date and time of closing will be addressed by Addenda from the Issuing Office. This RFP and any Addenda will be incorporated, by reference, into any resulting Contract.

E. Offeror Obligation:

Offeror shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the successful offeror of its obligation to fulfill the requirements of any agreement resulting from this RFP.

F. Schedule of Events:

Event	Date
RFP Issued	3/07/2016
Pre-proposal conference	3/15/2016
Question 1 Deadline	3/18/2016
Addendum 1 Issued	3/21/2016
Proposals Due	3/29/2016
Oral Presentations	4/05/2016
Negotiations	4/12/2016
Intent to Award posted	4/19/2016
Executed Contract	5/01/2016
Contract begins	6/01/2016

G. RFP Closing:

Offeror shall ensure its Proposal is delivered to and is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time will not be considered and will be returned to the Offeror unopened.

H. Proposals Binding for One Hundred Eighty (180) Days:

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this RFP.

I. Disposition of Proposals:

All materials submitted in response to this RFP will become the property of the City on receipt by the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to inspection under the Virginia Freedom of Information Act ("VFOIA"). It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in Paragraph K. "Proprietary Information/Non-Disclosure."

J. Proprietary Information/Non-Disclosure:

Offeror is advised that City Code section 33.1-9 and Section 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall: invoke the protections of this section prior to or upon submission of the data or other materials, provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary. Submit trade secrets, confidential documents or other proprietary information under separate cover in a sealed envelope clearly marked "PROPRIETARY".

Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the

proposal shall be public information in accordance with State statutes. Trade secrets, confidential documents or proprietary information submitted by an Offeror in conjunction with this RFP are not subject to public disclosure under the VFOIA. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA. An all-inclusive statement that the entire Proposal is proprietary and/or confidential is unacceptable. A statement that Offeror's costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

K. Anti-Collusion:

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment B.

L. Ethics in Public Contracting:

The Offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," which is attached. See Attachment C. The Offeror shall abide by such provisions in submission of its proposal and performance of any resulting agreement.

M. Debarment Certification:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposals. See Attachment E.

N. Award:

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the Offeror(s) whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities in proposals received, and to negotiate and to accept the proposal which shall be in the City's best interest. The City also reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one offeror.

O. Protests:

Any Offeror, who desires to protest the award or decision to award a contract, shall submit the protest in writing to the City's Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City, in the manner prescribed in the terms or conditions of the RFP.

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Notwithstanding the requirements specified herein, the written protest shall be addressed to the City's Purchasing Agent and shall include the basis for the protest and the relief sought to be considered valid. The City shall issue a decision in writing stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in City Code §33.1-106. Nothing in this subsection shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the RFP. Pending final

determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this RFP shall not be affected by the fact that a protest or appeal has been filed.

SECTION III– PROPOSAL SUBMITTAL REQUIREMENTS

A. General:

Proposals must be submitted in hard copy, ONE (1) fully executed copy of Request for Proposals (“RFP”) cover page for this solicitation, which shall be the first page in the first section of the Proposal. The copy of the Proposal Form in the Proposal marked “ORIGINAL”, shall include an original longhand signature. The additional copies required herein may be photocopies of the original. Copies shall not deviate in any way from the original.

The Offeror’s proposal shall address the below areas, not exceeding the stated page limitations (if any). The proposal shall be limited to a page size of 8 ½” x 11”, single space and type size shall not be less than 10 point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below, there is no page limit.

Offerors shall submit their proposals with the required information in the order listed below. Additional instructions are in the Instructions to Offerors section of this RFP.

B. Proposal Standards:

Proposals submitted in response to this solicitation shall meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content and shall be submitted in a format outlined herein. Whenever possible, proposals submitted in response to this RFP shall comply with the following guidelines:

All copies shall be printed on **at least thirty percent (30%) recycled-content** and/or tree-free paper;
All copies shall be double-sided;

Covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals with glued bindings that meet all other requirements are acceptable);

The use of plastic covers or dividers should be avoided; and

Numbered tabs and dividers are required for each of the sections listed and in the order below:

- I. RFP COVER PAGE & REQUIRED ATTACHMENTS
- II. INTRODUCTION OF OFFEROR
- III. QUALIFICATIONS
- IV. COMPANY OVERVIEW
- V. APPROACH
- VI. REFERENCES
- VII. EXCEPTIONS TO THE CITY’S TERMS & CONDITIONS

C. Proposal Submission:

One (1) proposal with a Proposal Cover Page containing an original longhand signature, and five (5) additional copies, each including a photocopy of the original signed Proposal Cover Page (six (6) copies total), and six (6) electronic CD copies, shall be submitted by hand in a sealed envelope no later than the time and date deadline specified in this solicitation to:

City of Norfolk, Virginia
Office of the Purchasing Agent
Suite 250
232 E. Main Street
Norfolk, Virginia 23510

Timely submission of the proposal is solely the responsibility of the Offeror. Proposals received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the Offeror, the scheduled proposal submission date and time, and the number of the solicitation. The time and date of receipt shall be indicated on the envelope or package by the Office of the Purchasing Agent. Proposals not submitted in the number of copies requested are subject to immediate rejection. Proposals submitted by facsimile or electronically will not be accepted.

Failure to submit a proposal with a fully-completed RFP Cover Page using the Cover Page provided in this RFP shall be cause for rejection of the proposal. The Cover Page must be signed by a person authorized to legally bind the Offeror.

Modification of or additions to any portion or terms of the RFP may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive.

Proposals and all documents related to this RFP submitted to the City by an Offeror shall, upon receipt by the City, become the property of the City.

Offerors shall respond to this RFP with written proposals in the format outlined below. The proposal shall include as a minimum of the following sections, each under separate tabs:

RFP COVER PAGE AND ATTACHMENTS:

Offerors shall complete the first page of the RFP, sign and submit with their proposal. Attachments B, C, D, E, F and G shall be completed and initialed or signed as applicable and submitted as part of proposal.

INTRODUCTION OF OFFEROR:

Offeror's proposal shall contain an executive summary that describes its overall capabilities and approach for accomplishing the services specified herein. The summary shall also identify anticipated challenges and/or barriers to completion, cost savings opportunities and other creative approaches.

QUALIFICATIONS:

Prepare a qualifications statement that details Offeror's ability to provide the services solicited in this RFP. Resumes of pharmacists and key staff members who will participate in the contract shall be included. Any general resume format will be accepted but no more than two (2) pages per individuals resume. Provide documentation of licensure and insurance.

COMPANY OVERVIEW:

Provide a corporate overview, including summary of current operations, financial information and ownership.

EXPERTISE AND EXPERIENCE:

Provide detailed explanation of expertise and experience in managing similar programs relative to the RFP to include recent similar experience and capabilities of resource personnel.

APPROACH:

Describe in detail how your firm plans to execute the services identified in the RFP. Address such elements as delivery and security of controlled substances, oral, tablet or injectable medications, shortfalls or unavailable prescriptions, emergency orders, new or refills and method of delivery service.

REFERENCES:

Provide a minimum of five (5) clients which may be contacted. Please include client's name, contact person, address, telephone number and e-mail address (if available) and annual dollar volume per account.

Identify three (3) lost accounts which may contacted. Please indicate the manner in which these accounts were lost.

D. Proposal Evaluation Procedure

Evaluation of proposals will be under the complete jurisdiction of the City. It is the intent of this RFP that all goods and services be provided complete in all respects without need by the City to engage separate technical expertise of services or providers of goods. Upon receipt of the proposals, the City will evaluate all materials submitted by responding firms and rank the proposals using the following 100-point scale.

All factors will be scored based solely on the City's evaluation. A Selection Advisory Committee composed of the Department Head or designee and subject matter experts from the City of Norfolk will evaluate each proposal received and submit a recommendation to the Purchasing Agent. The City will evaluate each proposal pursuant to its standard procurement procedures consistent with the procurement of professional services through competitive negotiation.

After the review and rating of proposal(s) by the Selection Advisory Committee, the individual scores will be totaled and ranked. Offerors will be ranked in descending order of numerical predominance.

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This will provide an opportunity for the offeror to clarify or elaborate on the proposal. The Selection Advisory Committee shall engage in individual discussions with two (2) or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the Purchasing Agent or designee and Department Head or designee may discuss nonbinding estimates of total project costs, including, but not limited to life-cycle costing, and where appropriate, nonbinding estimates of price for services. The City will schedule the time and location of these presentations. Should an offeror receive a request for an oral presentation, the evaluation criteria relative to the oral presentation will be detailed in a written notice of the request and offeror shall be required to provide a non-binding estimate of hours and fees in the following format:

At the conclusion of discussions during the proposal evaluation process, the Purchasing Agent or designee and the Selection Advisory Committee shall select, on the basis of evaluating factors published in the request for proposal and all information developed in the selection process to this point, in order of preference two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted by the Purchasing Agent or designee and the Department Head or designee, beginning with the offeror ranked first and upon the City's request, the Offeror selected should provide a Price Proposal that clearly identifies any and all costs associated with performing the services in the Scope of Work. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the process described above, should the Purchasing Agent or designee determine in writing and in their sole discretion that only one (1) offeror is fully qualified or that one (1) offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

Criterion	Points
Completeness of Proposal	15
Qualifications/Experience	30
Approach to Providing Service	30
References/Past Performance	25
Total:	100

E. Presentation Preparation:

If, in the City's opinion, Offeror presentations or demonstrations of the proposals are warranted, the City will notify the selected Offerors. Such presentations or demonstrations will be at a City site at a date and time mutually agreed to between the City and Offeror and travel will be at the Offeror's expense.

F. Preparation of Proposals:

In presenting their proposals, Offerors are encouraged to be thorough in addressing the specific requirements and scope of work in the RFP, the Proposal Submittal Requirements, and the Preparation of Proposals items outlined in this RFP.

It is solely the Offeror's responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the described format and to include the required information could result in disqualification or a poor evaluation of the Offeror's proposal. The City reserves the right to determine if a proposal is incomplete or non-responsive. Each element should be completed and omissions shall be explained. Exceptions/Alternatives - Detail any exceptions taken to the Scope of Services or any other provision of this RFP under TAB X. For each exception, Offeror will specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

G. Cost Incurred in Responding:

This RFP does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

SECTION IV – GENERAL TERMS AND CONDITIONS OF CONTRACT

A. Contract Term:

The contract term shall commence on or about May 1, 2016 for five (5) years, with the City's right to renew for five (5) additional one-year periods, unless otherwise negotiated.

B. Indemnification:

The Contractor shall indemnify and save harmless the City of Norfolk, Virginia, and its representatives from and against losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise, brought or recovered against the City or its representatives by reason of any negligent act or omission of the Contractor, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of any claim or suit.

C. Insurance Requirements:

Contractor shall maintain during the term of this agreement insurance of the types and in the amounts described below. Unless otherwise specifically approved by the City, general liability and automobile/vehicle liability policies will be written in an "occurrence" ISO form approved for coverage in the Commonwealth of Virginia, The City of Norfolk and its employees will be included as "Additional Insured" on such policies. All insurance policies affected by this agreement shall be primary and noncontributory to any other insurance or self-insurance maintained by the City. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies shall provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If the Contractor fails to maintain the insurance as set forth in this RFP, the City shall have the right, but not the obligation, to purchase such insurance at Contractor's expense

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) with a limit of not less than \$1,000,000 each occurrence, \$3,000,000 general aggregate. CGL and shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and liability assumed under insured contract.

WORKER'S COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least \$500,000 per accident/disease, and policy limit of \$500,000.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE: The Contractor shall maintain Automobile Liability insurance with a limit of not less than \$ 2 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident. Such insurance shall cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and shall include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

PROFESSIONAL/ERRORS & OMISSIONS LIABILITY INSURANCE: The Contractor shall maintain during the life of this contract Professional and/or Errors and Omissions Liability Insurance as shall protect the Contractor against legal liability as a result of alleged negligence or errors and omissions, including personal injury, which may arise from the performance of the Contractor's duties and obligations under this RFP whether such operations be by the Contractor, its staff, or by any sub-contractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Professional/Errors & Omissions Liability Insurance shall be as follows: not less than \$1,000,000 each occurrence, \$2,000,000 aggregate.

PRIVACY AND BREACH OF INFORMATION LIABILITY INSURANCE: The Contractor shall maintain during the life of this contract liability insurance as shall protect the Contractor against legal liability brought by third parties alleging one or more of the following actions arising from work performed while providing services in the performance of the work specified in this RFP.

Dissemination of Information in Violation of Right of Privacy;
Collecting Information in Violation of Right of Privacy;
Theft and use of Information in Violation of Right of Privacy;

Breach of privacy due to theft of data (e.g. credit cards, financial or health related data).

Such liability insurance coverage may be provided either by separate policies or in combination with other liability insurance required in this agreement. The minimum acceptable limits of liability to be provided by such liability Insurance shall be: not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

INSURANCE POLICIES/CERTIFICATE OF INSURANCE

Contractor shall furnish to the City two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required in this RFP or any subsequent contract award. The certificate(s) shall specifically indicate that the insurance includes any extensions of coverage required in this RFP or in any subsequent contract award. In the event of cancellation of, or material change in any of the policies, the Contractor shall notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement.. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this Agreement/Contract, the Contractor shall furnish a certificate of insurance evidencing renewal of such coverage to the City within 10 days of the effective date such renewal. All certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of the City, an, or the City's designated agents for this Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or (2) identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

SUBCONTRACTOR'S INSURANCE: The Contractor shall require each of his Sub-Contractors to take out and maintain during the life of the sub-contract insurance coverage of the same type and limits required of the Contractor for work performed by the sub-contractor. Each sub-contractor shall furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing such insurance. The sub-contractor shall be required to comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor shall furnish at least one copy the sub-contractor's policies/certificate to the City.

D. Tax Exemption:

The City is exempt from federal excise tax and from all State and local taxes. Contractor shall not include such taxes in any invoices under the resulting agreement. Upon request, the City will furnish the Contractor with tax exemption certificates or the City's tax exempt number.

E. Compliance with Federal Immigration Law:

The Contractor shall certify that, at all times during which any term of an agreement resulting from this RFP is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment F.

F. Compliance with State Law – Authorization to Transact Business in the Commonwealth:

Contractor shall represent that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment G.

G. Solicitation:

The Contractor shall not solicit, entice, hire, or otherwise interfere with the employment relationship of any employees of the City with whom the Contractor comes into contact as a result of work under this procurement during the term of the resulting agreement and for six (6) months thereafter.

H. Nondiscrimination:

The Offeror agrees that it will adhere to the nondiscrimination requirements set forth in § 33.1-53 of the Norfolk City Code, which will be incorporated into any resulting agreement. See Attachment D.

I. HIPAA and other Confidentiality of Records and Materials:

The Contractor shall adhere to all requirements of the HIPAA regulations, as amended from time to time. The Contractor shall hold all information provided by the City as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material. Upon termination of this contract and/or within thirty (30) days of receipt of final payment for services, all materials, data and information in the possession of the Contractor, provided to or obtained by the Contractor during the performance of the contract and to satisfy the requirements of the contract, shall be provided to the City in hard copy and/or electronic form. Except where law allows, the Contractor shall not retain any material, data, and information no matter how stored or in which format retained and shall expunge any materials from equipment and systems retained by the Contractor or being disposed of by Contractor.

J. Exceptions to the City's Contractual Terms and Conditions:

Identify any exceptions to the City's Contractual Terms and Conditions including any proposed revision(s), and an explanation of why any such revision is needed.